

AGREEMENT, made and entered into the 29th day of June 1979 by and between James J. Conley and Pearl T. Conley, his wife
Marjorie J. Conley, Widow
County of Harrison and State of West Va. part LES of the first part,
hereinafter called Lessors, whether one or more, and Clarence W. Muntz, et al
party of the second part, hereinafter called Lessee.

WITNESSETH, that the said Lessors for and in consideration of the sum of one Dollars to them in hand well and truly paid by said Lessee, the receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained on the part of the said Lessee, to be paid, kept and performed, have granted, demised, leased and let and by these presents do grant, demise, lease and let with covenants of quiet possession, and that they have the sole right so to grant and demise, unto the said Lessee, its successors and assigns, for the purpose of mining and operating for oil and gas, and of building tanks, stations, power plants, water stations and structures thereon to take care of the said products, and of laying pipe lines on, over and across the leased premises and other lands of Lessors, for the purpose of conveying oil, gas, steam or water therein from and to wells and pipe lines on the premises and on adjoining and adjacent farms, and rights of way for road ways over this and other land of Lessors.

All that certain tract of land, situate in Common District Harrison
County and State of West Va. on the waters of Justice Fork
bounded as follows: 26 1 9 29

On the North by lands of *Mathias L. Day and J. B. Day.*
On the East by lands of *J. M. Prichard and Annie Matthey.*
On the South by lands of *William W. Ward, here.*
On the West by lands of *M. Bailey.*

Containing Twenty Four and Eight hundredths (the 54.18) acres, more or less, being land purchased from James P. Conder by deed dated 7/17/1919 recorded Deed Book 297 page 78 reserving, however, therefrom all lands within two hundred feet of the resident buildings now on the premises on which no well shall be drilled by either party except by mutual consent. ONE VER.

It is agreed that this lease shall remain in force for the term of ~~ten~~ ^{five} years from this date and as long thereafter as oil or gas, or either of them, is produced from the said lands by the said Lessee, its successors and assigns.

In Consideration of the Premises the said party of the second part, covenants and agrees: 1st—to deliver to the credit of the Lessor, their heirs or assigns, free of cost, in the pipe line to which Lessee may connect its wells, _____

_____ the equal one-eighth ($\frac{1}{8}$) part of all oil produced and saved from the leased premises; and second, to pay _____

one-eighth ($\frac{1}{8}$) of the value at the well of the gas from each and every gas well drilled on said premises, the product from which is marketed and used off the premises, said gas to be measured at a meter set on the farm.

marketplace. Lessee shall not be required in any event to increase the rate of said gas well payments or said royalty of oil by reason of any increase in the price of oil or gas. If the price of oil or gas shall at any time increase, the rate of said gas well payments or said royalty of oil shall be increased to the extent that the price of oil or gas shall have increased. If the price of oil or gas shall at any time decrease, the rate of said gas well payments or said royalty of oil shall be decreased to the extent that the price of oil or gas shall have decreased. And any such outstanding royalty or interest shall first be deducted from the royalties and rentals above provided to be paid or delivered.

It is agreed by the parties hereto that the Lessee, its successors or assigns, shall have the right to use off the farm for such purposes as it may desire, "Casing Head Gas," (being gas produced from wells on the premises), but if said "casing head gas" or any part thereof should

be manufactured into gasoline or other by-products by said company, said Lessors shall receive one-eighth of the net value at the factory of the gasoline and other by-products so manufactured.

The Lessors may lay a line to any gas well drilled on said land and take gas therefrom free for their own use for heat and light in one dwelling house on said land, out of any surplus gas over and above what Lessee, its successors and assigns, may require to operate the farm and subject to the use, operation, pumping and right of abandonment of the well by Lessee, its successors and assigns; lessors are to provide and use economical appliances, and to use said gas at their own risk, subject to the reasonable rules and regulations of said Lessee, its successors and assigns, published at such time relating to such use of gas.

is agreed that the leased premises may be fully and freely used by the Lessors for farming purposes, excepting such parts as are used by the Lessee in operating hereunder, and, further, that the said Lessee may drill or not drill on said land, as it may elect, and that the consideration and rentals paid and to be paid constitute adequate compensation for such privilege.

The said Lessee covenant and agrees to pay rental at the rate of one dollar per acre per year

Twenty seven dollars (\$ 27.00.) Dollars, quarterly in advance, beginning in March last

thirty (30) months from this date, until, but not after, a well yielding royalty to the Lessors in drilled on the leased premises, and any rental paid for time beyond the date of completion of a gas well shall be credited upon the first royalty due upon the same and all rentals shall cease after the surrender of this lease as hereinafter provided for. All payments for delay for gas produced and marketed, for gasoline and other by-products may be made direct to the lessors or be deposited to their credit, or to

the credit of their heirs or assigns in the _____

Bank of First National Bank of New York or by check mailed to Mr. James J. Connelley

as Boys 46 Printed - M2/a Rf. 2 P. O. 26.332 1 County

State of Massachusetts Shall receive fifty dollars such payments may be also made in the same manner to the said and on the 2nd

who is hereby appointed agent for the lessors to receive the same.

list: a husband & a son. He told me he knew where the Immigrants Club is: it is

me to be buried. (Sinchee says and not to be in middle. 2. The lion

It is agreed that the lessee is to have the privilege of using free, sufficient water and gas from the said premises to run all machinery

It is agreed that the Lessee is to have the privilege of using fire, sufficient water and gas from the said premises to run all machinery necessary for drilling and operating thereon at any time to remove all machinery and fixtures placed on said premises; and further, upon the payment of one (\$1.00) Dollar at any time, by the party of the second part, or by its successors and assigns it or they shall have

upon the payment of one (\$1.00) Dollar at any time, by the party of the second part, or by its successors and assigns it or they shall have the right to surrender this lease for cancellation, after which all payments and liabilities thereafter to accrue under and by virtue of its terms

Corder v. Antero

Corder v. Antero

the right to surrender this lease for cancellation, after which all payments and liabilities thereafter to accrue under and by virtue of its terms shall cease and determine, and this lease becomes absolutely null and void.

Lessors agree that the recordation of a deed of surrender in the proper county, and the mailing in the postoffice of a check, payable as above provided, for said last mentioned sum and all amounts then due hereunder, shall be a full surrender and termination of this lease. All provisions of this lease shall be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

In Witness Whereof, the parties of this agreement have hereunto set their hands and seals the day and year first, above written.

Witness:

This lease not to be assigned to any other company without the consent of James J. Corder the surface owner

James J. Corder (Seal)
Pearl T. Corder (Seal)
Maggie V. Corder (Seal)
 _____ (Seal)
 _____ (Seal)
 _____ (Seal)

*4/23/79
 8/23/79
 12/25/79*

1082 657

State of West Virginia, County of Harrison to-wit:
 I, James J. Corder of said County of Harrison do certify that
Maggie V. Corder and Pearl T. Corder
 his wife, whose name is Ann signed to the writing above bearing date the 29th day of
June A. D. 19 79 have this day acknowledged the same before me
 in my said county.
 Given under my hand this 29th day of June A. D. 19 79
Harrison
 Notary Public, Harrison County, W. Va.
 My Commission expires May 21, 1979

State of West Virginia, County of Harrison to-wit:
 I, James J. Corder of said County of Harrison do certify that
Maggie V. Corder and Pearl T. Corder
 his wife, whose name is Ann signed to the writing above bearing date the 29th day of
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 Given under my hand this 29th day of June A. D. 19 79
Harrison
 Notary Public, Harrison County, W. Va.
 My Commission expires May 21, 1979

State of West Virginia, County of _____ to-wit:
 I, _____ of said County of _____ do certify that
 _____ and _____
 his wife, whose name is _____ signed to the writing above bearing date the _____ day of
 _____ A. D. 19 _____ has this day acknowledged the same before me
 in my said county. _____ A. D. 19 _____

Corder v. Antero

in my said county. _____ day of _____ A. D. 19____
Given under my hand this Aug 27 1977
COUNTY OF CLARK STATE OF WV
Notary Public _____ County, W. Va.
My Commission expires _____

For and in consideration of the sum of One Dollar

This instrument was presented to the Clerk
of the County Commission of Harrison County
West Virginia, on and the same is admitted 8-22-79
to record.

Teste: Frank J. Myer CLERK
Harrison County Commission